

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF STOKES )  
 )

OFFICE OF THE COMMISSIONERS  
STOKES COUNTY GOVERNMENT  
DANBURY, NORTH CAROLINA  
JANUARY 23, 2012

The Board of Commissioners of the County of Stokes, State of North Carolina, met for a regular session in the Commissioners' Chambers of the Ronald Wilson Reagan Memorial Building (Administration Building) located in Danbury, North Carolina on Monday, January 23, 2012 at 6:00 pm with the following members present:

Chairman Ernest Lankford  
Vice Chairman J. Leon Inman  
Commissioner Jimmy Walker  
Commissioner Ronda Jones  
Commissioner James D. Booth

County Personnel in Attendance:  
County Manager Richard D. Morris  
Clerk to the Board Darlene Bullins  
Finance Director Julia Edwards  
County Attorney Edward Powell  
Health Director Scott Lenhart

Chairman Ernest Lankford called the meeting to order.

Chairman Lankford presented the following "Thought for the Day":

- "Help me on stay on the path of Your commands, for I take pleasure in it."

Commissioner Jones delivered the invocation.

#### **GENERAL GOVERNMENT-GOVERNING BODY-PLEDGE OF ALLEGIANCE**

Chairman Lankford opened the meeting by inviting the citizens in attendance to join the Board in the Pledge of Allegiance.

#### **GENERAL GOVERNMENT – GOVERNING BODY – APPROVAL OF AGENDA**

Chairman Lankford entertained a motion to approve or amend the January 23, 2012 Agenda.

Commissioner Booth moved to approve the January 23<sup>rd</sup> Agenda as submitted.

Commissioner Jones seconded and the motion carried unanimously.

## **PUBLIC COMMENTS**

There were no Public Comments.

## **CONSENT AGENDA**

Chairman Lankford entertained a motion to approve or amend the following items on the Consent Agenda:

### **Minutes**

- Minutes of January 9, 2012

### **Special Appropriations - Budget Amendment #56**

Finance Director Julia Edwards submitted Budget Amendment #56.

To amend the General Fund, the expenditures are to be changed as follows:

<b>Account Number</b>	<b>Account Description</b>	<b>Current Budgeted Amount</b>	<b>Increase (Decrease)</b>	<b>As Amended</b>
	<b>Special Appropriation</b>			
	<b>Stokes Friends of Youth</b>			
100.5830.690	Stokes Friends of Youth	<u>\$103,199.00</u>	<u>\$50,000.00</u>	<u>\$153,199.00</u>
	<b>Totals</b>	<b>\$103,199.00</b>	<b>\$50,000.00</b>	<b>\$153,199.00</b>

This budget amendment is justified as follows:

To appropriate a 17-B Pathways Employment Initiative Program (Gang) Grant awarded to Stokes Friends of Youth.

This will result in a net increase of \$50,000.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received this fiscal year.

<b>Account Number</b>	<b>Account Description</b>	<b>Current Budgeted Amount</b>	<b>Increase (Decrease)</b>	<b>As Amended</b>
	<b>Juvenile Justice &amp; Delinquent</b>			
100.3301.361	Prevention	<u>\$136,010.00</u>	<u>\$50,000.00</u>	<u>\$186,010.00</u>
	<b>Totals</b>	<b>\$136,010.00</b>	<b>\$50,000.00</b>	<b>\$186,010.00</b>

### **Health Department - Budget Amendment #57**

Finance Director Julia Edwards submitted Budget Amendment #57.

To amend the General Fund, the expenditures are to be changed as follows:

<b>Account Number</b>	<b>Account Description</b>	<b>Current Budgeted Amount</b>	<b>Increase (Decrease)</b>	<b>As Amended</b>
	<b>Health Department</b>			
100.5100.230	Medical Supplies	<u>\$100,000.00</u>	<u>\$11,844.00</u>	<u>\$111,844.00</u>
	<b>Totals</b>	<b>\$100,000.00</b>	<b>\$11,844.00</b>	<b>\$111,844.00</b>

This budget amendment is justified as follows:

To appropriate and transfer unused FEMA Grant Funds. These funds were awarded last Fiscal Year in the amount of \$127,344 of which \$115,500 were used to purchase a Mass Vaccination Trailer (MVT). The remaining funds will be used to stock the MVT with medical supplies for its operation. These funds will complete the grant which is a State Homeland Security Grant through FEMA and is regulated by the NC Division of Emergency Management.

This will result in a net increase of \$11,844.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received this fiscal year.

<b>Account Number</b>	<b>Account Description</b>	<b>Current Budgeted Amount</b>	<b>Increase (Decrease)</b>	<b>As Amended</b>
100.3301.255	Bioterrorism	<u>\$40,000.00</u>	<u>\$11,844.00</u>	<u>\$51,844.00</u>
	<b>Totals</b>	<b>\$40,000.00</b>	<b>\$11,844.00</b>	<b>\$51,844.00</b>

### **Housing Grant Fund - Budget Amendment #58**

Finance Director Julia Edwards submitted Budget Amendment #58.

To amend the General Fund, the expenditures are to be changed as follows:

<b>Account Number</b>	<b>Account Description</b>	<b>Current Budgeted Amount</b>	<b>Increase (Decrease)</b>	<b>As Amended</b>
	<b>Housing Grant Fund</b>			
205.4972.440	Misc. Contractual Services	<u>\$00.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
	<b>Totals</b>	<b>\$00.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>

This budget amendment is justified as follows:

To appropriate Home Energy Loan Pool (HELP) funds for the purchase of a heat pump for a citizen of Stokes County.

This will result in a net increase of \$10,000.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received this fiscal year.

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
205.3301.002	Home Energy Loan Pool (HELP)	<u>\$00.00</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
	<b>Totals</b>	<b>\$00.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>

#### **Economic Development - Budget Amendment #59**

Finance Director Julia Edwards submitted Budget Amendment #59.

To amend the General Fund, the expenditures are to be changed as follows:

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
	<b>Economic Development</b>			
100.4110.130	Professional Services	<u>\$00.00</u>	<u>\$16,344.00</u>	<u>\$16,344.00</u>
	<b>Totals</b>	<b>\$00.00</b>	<b>\$16,344.00</b>	<b>\$16,344.00</b>

This budget amendment is justified as follows:

To appropriate Building Reuse Grant for the Jessup Mill Building.

This will result in a net increase of \$16,344.00 in the expenditures and other financial use to the County's annual budget. To provide the additional revenue for the above, the following revenues will increase. These revenues have already been received or are verified they will be received this fiscal year.

Account Number	Account Description	Current Budgeted Amount	Increase (Decrease)	As Amended
100.3301.264	Rural Center Grant	<u>\$00.00</u>	<u>\$16,344.00</u>	<u>\$16,344.00</u>
	<b>Totals</b>	<b>\$00.00</b>	<b>\$16,344.00</b>	<b>\$16,344.00</b>

## **Tax Administration Report – December 2011**

### **Real and Personal Releases More than \$100**

Tax Administrator Jake Oakley presented the following Real and Personal Property Releases (December 2011) which are more than \$100 at the January 9<sup>th</sup> meeting with a request for approval at the January 23<sup>rd</sup> meeting:

#### **Releases (Real and Personal Property) More than \$100–December 2011–Per NCGS 105-381 (b)**

Pipemasters Inc.	08A155923849.07	\$342.60	Equip. moved to Forsyth Co.
	09A155923849.07	\$311.71	
Tony A Reece	11A23648.07.1	\$176.74	Boat in Rockingham Co.
Tex Henley	11A607004913762	\$115.62	Corrected % of Completion
Hattie Burton	11A156036566.09.1	<u>\$909.41</u>	SWMH listed/billed in error
<b>Total Amount</b>		<b>\$1,856.08</b>	

### **Real and Personal Refunds More than \$100**

Tax Administrator Jake Oakley presented the following Real and Personal Property Refunds (December 2011) which are more than \$100 at the January 9<sup>th</sup> meeting with a request for approval at the January 23<sup>rd</sup> meeting:

#### **Refunds (Real and Personal Property) More than \$100–December 2011–Per NCGS 105-381 (b)**

Karen Hicks	11A598417028327	<u>\$449.09</u>	House burned in Sept. 2010
<b>Total Amount</b>		<b>\$449.09</b>	

### **2012 Hearing Dates for the Board of Equalization and Review**

Tax Administrator Jake Oakley presented the following proposed hearing dates for the 2012 Board of Equalization and Review at the January 9<sup>th</sup> meeting with a request for approval at the January 23<sup>rd</sup> meeting:

- April 2, 2012 - Monday (2:00 pm to 5:00 pm)
- April 30, 2012 - Monday (5:00 pm to 8:00 pm)

## **Personal Property Schedule of Values and Depreciation Schedules for 2012**

Tax Administrator Jake Oakley presented the following Personal Property Schedule of Values and Depreciation Schedules for 2012 at the January 9<sup>th</sup> meeting with a request for approval at the January 23<sup>rd</sup> meeting:

- 2012 Department of Revenue Cost Index and Depreciation Schedules (Business Personal Property)
- 2012 Pricing Guidelines for Personal Property
- 2012 Single Wide Mobile Home Pricing Guidelines (Schedules developed from Marshall & Swift)

Commissioner Booth moved to approve the Consent Agenda as presented.

Commissioner Jones seconded and the motion carried unanimously.

## **GENERAL GOVERNMENT – GOVERNING BODY – INFORMATION AGENDA**

### **Update – Manager and Board of Commissioners**

County Manager Rick Morris noted the following:

- Just finished a meeting with Stokes News Reporter Meghan Evans discussing the new DeltAlert System
  - Stokes News will be featuring a story this week about the new system
  - Stokes News will alert readers that the County will be doing a test alert call the middle of next week explaining the system and providing directions to allow citizens to opt out of the system
- Animal Control Advisory Council will be having a fund raising event at the Apple Gallery in Danbury on Friday, January 27<sup>th</sup> with donated art for sale – event is to raise funding for improvements to the Animal Shelter
  - Chad Tucker, Fox 8 News, will be doing a special segment about the Animal Shelter and Sarah Johnson's efforts to get animals adopted
  - Hoping to raise funding to enclose the area at the back of the shelter (area where animals are euthanized)
- New GIS/Tax Websites
  - County will be turning off the old system on Friday, January 27<sup>th</sup>
  - There will be approximately \$650 a month savings when the old system is turned off
  - Message is on both systems that the old system will be turned off on Friday, January 27<sup>th</sup>
  - Adjustments to the Websites have been made to make the site more user friendly
  - Now the user can go directly into the Tax System and then go into the GIS System directly from the Tax System

- There is a new tab labeled the “parcel map” on the Tax Website that will take the user to the aerial photographs – much more user friendly
- Tax Administrator Jake Oakley will be creating a summary property card which will eliminate the user having to research old property cards
- The clarity of the 2010 photographs are not as good as the old photographs due to the photographs being used were given to the County free from the State
- County can opt to pay for a “fly over” which would provide clearer photographs
- Can discuss a possible “fly over” during the budget process – the cost would be approximately \$100,000+ every four years
- Tax Administrator Oakley will be making improvements to the system along to make it more user friendly
- Have had some very positive comments along with a few negative comments
- Would be happy to have Tax Administrator Oakley provide a demonstration of the Websites at the next meeting

Commissioner Walker confirmed with Manager Morris that there has not been a user that was unable to use the 2010 photographs.

Commissioner Booth confirmed with Manager Morris that the fund raiser is to enclose the area at the back of the shelter. Manager Morris noted that Chief Handy feels the State will soon mandate this area be closed in. Manager Morris reiterated Sarah Johnson’s passion in trying to get all the animals adopted.

Commissioner Jones noted the following:

- Recently reviewed the new websites
- After being trained on Arcview, very hard to adjust to the new system
- Very pleased with the county savings
- Would love to have a demonstration

Commissioner Walker confirmed with Manager Morris that recent concerns from realtors regarding the property cards will be addressed with the new summary property card which should be done before the end of 2012.

Commissioner Walker noted the following:

- Very glad things are going smoothly with the Animal Control Advisory Council
- Attended the Forsyth Tech. Advisory Council meeting along with County Manager Rick Morris and Vice Chairman Leon Inman this past week
  - Very productive meeting
  - Lots of information exchanged

- Grant that was originally in place for the Early College is still in place and locked in even better
- Steps were discussed that need to take place for starting the community college in 2013
- Community college is something that is needed and wanted in Stokes County
- Very glad to see this project going forward

Vice Chairman Inman noted the following:

- Echo Commissioner Walker's comments regarding the community college project
- Feels all the partners are on the same page regarding the community college project (County, NCDOT, Forsyth Tech. etc)
- Feels the entire Board is committed to this project

Commissioner Jones noted the following:

- Merger of the Child Protection and Child Fatality Teams met for their first meeting this past week – different format
- Feels this is a very good idea and will be a very productive meeting
- 2012 Extravaganza was a big success

Chairman Lankford noted the following:

- Echo Commissioner Jones' comments regarding the Extravaganza - largest number of attendees this year – approximately 200+ - very good atmosphere

## **GENERAL GOVERNMENT – GOVERNING BODY – DISCUSSION AGENDA**

### **Pilot View RC & D Proposed Project Agreement – Water/Sewer to the Early College/Meadows Area**

County Manager Rick Morris presented the following proposed Project Agreement:

#### **Project Agreement Between Pilot View RC&D & County of Stokes**

This agreement ("Project Agreement") is made and entered into as of the \_\_\_th day of January, 2012, by and between Pilot View Resource Conservation and Development, Inc. located at 2714 Henning Drive in Winston-Salem, North Carolina, hereinafter referred to as "Pilot View," and County of Stokes, a North Carolina entity of government, hereinafter referred to as "SPONSOR," (separately "Party" and collectively "Parties").

#### **Recitals**

**WHEREAS**, Pilot View and SPONSOR support the need to address failing septic systems to improve water quality and in need to provide water and sewer to the new Stokes Campus – Forsyth Technical College located at the Meadows Community, Pilot View will assist the Sponsor to help develop the necessary resources for a new water and sewer project. The approximate length of the project is two miles with the objective to bring water and sewer from the Town of Danbury out to the new campus location on Dodgetown Road (all of the foregoing hereinafter referred to as the "Project"), and



**WHEREAS**, the Parties intend for Pilot View to serve as a pass-through conduit for engineering, design and in a subsequent phase construction contractors (Pilot View is not a professional engineer, designer or construction contractor) to perform work for SPONSOR as a direct intended third party beneficiary with respect to the Project.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the sums to be paid by SPONSOR to Pilot View, the mutual covenants and agreements set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the Parties, the Parties agree as follows:

**Section I. Agreement of the Parties**

1. **SPONSOR** agrees to do the following:

- A. Provide resource data that is available from previous inventories and investigations of the watershed area.
- B. Obtain and provide to Pilot View ingress and egress permits/easements from all properties within the Project area under the control of SPONSOR or any of its affiliates, or other third party property owners, to provide access for surveys, designs, data collection, and as otherwise needed for the administration and design of the Project. To the extent of any needed ingress and egress permits/easements from properties not under the control of SPONSOR or any of its affiliates, SPONSOR will make its best efforts to obtain and provide same. In the event Pilot View has to spend time and resources pursuing necessary ingress and egress permits/easements which cannot be secured by SPONSOR, SPONSOR will reimburse Pilot View for all of its reasonable additional costs in connection with same.
- C. Pay Pilot View amounts calculated as follows:
  - 1. Design Phase.
    - a. Phase I - Sponsor shall provide to Pilot View an amount not to exceed \$000,000.00. The Parties understand and agree that Pilot View will contract a portion of the work to Michael Baker Engineering; that such amount includes a sum for contingencies as set forth in such Design Agreement; and that any net savings as a result of the non-occurrence of such contingencies will be passed on to Sponsor. Pilot View will submit monthly invoices to Sponsor, prepared in such form and detail as Sponsor may reasonably specify; Sponsor will pay Pilot View monthly within 21 days after Sponsor's receipt and approval of such invoices for work performed. The Design Phase shall consist of the planning, permitting, data collection, administration fee, survey and design portion of the Project.
    - b. Phase II - Construction Phase - Sponsor shall pay Resource Institute an amount calculated as twelve percent (12%) of the cost for Phase II - Construction with payment to be made to Resource Institute prior to the beginning of construction or when funds have been obtained for construction. Phase II shall consist of construction, Project oversight, management, final reports, as-builts if required, Project and financial administration. The total estimated cost of the Project at this time until Project is contracted is \$3,000,000. The amount the Sponsor ultimately commits to for the construction phase shall be determined in the contract regarding the construction after approval from funding sources, and this Project Agreement shall be modified accordingly pursuant to Section VI below.

- c. In the event that any remaining funds are needed to complete the Project beyond what is achieved from funding sources, the Sponsor agrees to provide the balance of funds or reserve the right to withdraw from the Project.
    - d. SPONSOR will make an initial payment of \$00,000.00 upon the execution by the Parties of this Project Agreement.
  - D. **SPONSOR** will secure conservation easements, using the template conservation easement of the Clean Water Management Trust Fund ("CWMTF") or other approved easement template as reasonably modified by SPONSOR and accepted by the CWMTF and other applicable funding agencies to maintain the Project in perpetuity at the time the design of the project is completed.
- 2. Pilot View agrees to do the following:
  - A. Seek other funding sources needed to help complete the Project for the future construction phase, but makes no guarantee that it will secure these funds.
  - B. Seek to secure permits, as needed, to complete the Project.
  - C. Secure the technical resources to prepare the designs, surveys, data collection, and permitting of the Project.
  - D. Facilitate the planning and design of the Project with all parties including consultants and funders.
  - E. Provide administrative and financial management for the Project.
  - F. Require all consultants or others contracted by Pilot View hereunder to carry and maintain insurance of the types and in the amounts as may reasonably be required by SPONSOR. If SPONSOR's requested insurance is more than the coverage normally carried by Pilot View's contractors and subcontractors, SPONSOR will pay the difference up to an amount of insurance coverage that is commercially reasonable.
- 3. Other Terms and Conditions, is attached and incorporated herein as Attachment A by this reference.
- 4. Pilot View RC&D is aligning itself with the Resource Institute, Inc. another 501 c(3) non-profit and has been partnering for years on projects in the State of North Carolina. This alignment will strengthen the two organizations financially and in project development. During the process of carrying this project to completion Pilot View reserves the right to move this project and its contract with Sponsor over to the Resource Institute.

## **Section II. Governing Law**

This Project Agreement shall be governed by, and construed in accordance with, the Laws of the State of North Carolina.

## **Section III. Waiver**

The failure of either Party to this Project Agreement to insist upon the performance of any of the terms and conditions of this Project Agreement, or the waiver of any breach of any of the terms and conditions of this Project Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

#### **Section IV. Effect of Partial Invalidity**

The invalidity of any portion of this Project Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Project Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the deletion of the invalid provision.

#### **Section V. Entire Agreement**

This Project Agreement and any Attachments to this Project Agreement contain the entire agreement between the Parties. Each Party agrees that no other promises or inducements have been made to it by the other Party unless contained in a writing attached to this Project Agreement or incorporated in this Project Agreement by reference.

#### **Section VI. Modification of Agreement**

Any modification of this Project Agreement or additional obligation assumed by either Party in connection with this Project Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **Section VII. Binding Effect**

This Project Agreement shall bind and inure to the benefit of the respective successors, and assigns of the Parties.

#### **Section VIII. Assignments**

This Project Agreement may not be assigned without the written consent of both Parties, but if assigned by agreement, and then this Project Agreement shall be binding on the assignee and the assignee's successors and assigns.

#### **Section IX. Indemnification and Waiver**

To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, its affiliates, agents, partners and employees from and against claims, damages, losses, and expenses ("Claims") arising out of or resulting from performance or failure to perform obligations under this Project Agreement, provided that (a) such Claims are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including loss of use resulting from the destruction of tangible property; and (b) indemnification shall apply only to the extent caused by the negligent acts or omissions of the liable Party (excluding subcontractors of any tier of the liable Party), or anyone directly employed by it or them or anyone for whose acts it or they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to an indemnified Party or person described in this paragraph. Such indemnification shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the liable Party, or a subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

IN WITNESS WHEREOF, the parties have caused this Project Agreement to be executed under seal by their duly authorized representatives as of the date stated above.

ATTEST:

COUNTY OF STOKES

\_\_\_\_\_  
Darlene Bullins  
Title: Clerk to the Board

By: \_\_\_\_\_  
Richard D. Morris  
County Manager

[SEAL]

ATTEST:

**PILOT VIEW RESOURCE CONSERVATION AND  
DEVELOPMENT, INC.**

\_\_\_\_\_  
**Debbie Dodson**  
**Title: Project Administrator**

By: \_\_\_\_\_  
**Dr. Earl Sheppard**  
**Chairman**

[SEAL]

**ATTACHMENT A**

**OTHER TERMS AND CONDITIONS**

1. **TERM AND TERMINATION; SUSPENSION.** The term of this Project Agreement will be from the date of this Project Agreement until thirty-six (36) months after the date of this Project Agreement. Either Party may terminate this Project Agreement in whole or in part for any reason, including convenience, upon payment to Pilot View of amounts due for services properly rendered up to the time of termination. Upon termination, the obligations of SPONSOR and Pilot View to one another under this Project Agreement, or under the part of this Project Agreement that is terminated, as applicable, will cease, except for those obligations which, by their nature, survive termination. If for any reason any of the funds are not available for use on this Project from SPONSOR, Pilot View may declare the Project and this Project Agreement terminated and Pilot View shall have no further obligations or responsibilities. In no event will SPONSOR be liable to Pilot View or any subcontractor of Pilot View for any anticipated profits in connection with any termination of this Project Agreement in whole or in part by SPONSOR. Either Party reserves the right to suspend this Project Agreement in whole or in part for its convenience upon giving thirty (30) days advance written notice to the other Party. Pilot View will advise SPONSOR in writing of any costs it will necessarily incur as a result of SPONSOR's suspension. Any reimbursement of such costs will be limited to Pilot View's necessary and reasonable costs incurred as a result of the suspension and will be subject to SPONSOR's reasonable verification and approval.
2. **PILOT VIEW'S SCOPE OF WORK.** SPONSOR acknowledges that Pilot View is not a professional engineer, designer or construction contractor, and that in the interest of facilitating this Project and assisting SPONSOR in qualifying for available matching funds from CWMTF or other funders, Pilot View will need to enter contracts with such engineers, designers and contractors. The Parties acknowledge and agree that performance on this Project by such engineers, designers and contractors is intended to directly benefit SPONSOR, and that each contract entered by Pilot View with such engineers, designers or contractors shall contain a provision stating that SPONSOR is a third-party beneficiary of such contract. Pilot View shall, in addition, include in such contracts with third parties such provisions as SPONSOR may reasonably require for the protection of its interests under such contracts. If SPONSOR has a claim concerning the engineering, design or construction of the Project, SPONSOR shall assert and resolve its claim directly against such engineers, designers and contractors exhausting all remedies and shall not involve Pilot View as a party, and Pilot View shall, in furtherance of such right, assign such rights as it has under such contract(s) to SPONSOR and otherwise cooperate with SPONSOR so that SPONSOR may pursue all claims and enforce all such rights against the third parties.
3. **INDEPENDENT CONTRACTOR.** In performing services under this Project Agreement, Pilot View is and will be deemed an independent contractor. Engineering, design or construction contractors of Pilot View to which SPONSOR has a direct right of action pursuant to ¶ 2 above, will be solely responsible for determining the means and methods for performing the services described in this Project Agreement. SPONSOR acknowledges that Pilot View has no responsibility for Project safety, and that all Project safety shall be the sole responsibility of the future construction contractor of Pilot View to which SPONSOR has a direct right of action pursuant to ¶ 2 above.

4. **RISKS; INSURANCE.**

(a) Pilot View will maintain worker's compensation insurance as required by North Carolina law, and will maintain standard commercial general liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 annual aggregate and business automobile insurance for owned and non-owned vehicles with coverage of not less than \$1,000,000 single limit. Upon written request by SPONSOR, Pilot View shall provide to SPONSOR's Authorized Representative a certificate of insurance evidencing the coverage required herein prior to performing any services under this Project Agreement. Pilot View will make reasonable efforts so that any contractors engaged to perform services through Pilot View have worker's compensation and commercial general liability insurance in the amounts and as otherwise provided in this Project Agreement. SPONSOR will purchase and maintain its usual liability insurance. Each Party agrees to indemnify, hold harmless, and defend the other Party against any and all claims or losses as a result of its failure to have and maintain such insurance during the term of this Project Agreement.

5. **STANDARD OF CARE; OBSERVANCE OF LAWS.** Pilot View warrants that it will perform its non-subcontracted services under this Project Agreement utilizing the professional care, skill, and diligence normally provided by similarly situated persons and entities performing similar services.

6. **TIME OF PERFORMANCE.** Services will be provided in a timely manner. Each Party will notify the other Party promptly of any anticipated delay in performance of services and will utilize their best efforts to mitigate any such delay.

7. **CONFIDENTIALITY; OWNERSHIP OF PERFORMANCE MATERIALS.** Pilot View agrees to the confidentiality and non-disclosure provisions attached to this Project Agreement and incorporated herein as Attachment C. Drawings, specifications and other documents prepared by Pilot View and its contractors are "Performance Materials" for use with respect to this Project, with the understanding that Pilot View and its contractors may use their standard details and specifications on other projects. Pilot View and its contractors shall be deemed the authors and owners of their respective Performance Materials and shall retain all common law, statutory and other reserved rights, including copyrights. Original Performance Materials are the property of their author; however, the Project is the property of SPONSOR and neither Pilot View nor its contractors or subcontractors creating such Performance Materials may use the Performance Materials for such Project, for any purpose not relating to the Project without SPONSOR's consent. Pilot View will provide SPONSOR with a complete copy of the Performance Materials. This copy will be the property of SPONSOR, which may use such copy for reference without the author's permission for completion of or additions to the Project. Any use of the copy of the Performance Materials, other than for reference use, for completion of or additions to the Project, or for any future project without the author's written verification or adaptation for the specific use intended shall be at SPONSOR's sole risk and the author shall be held harmless from any liability whatsoever (including reasonable attorney's fees) resulting from any such use. The author shall be entitled to reasonable compensation at mutually agreed upon rates for any written verification or adaptation described herein.

8. **CHANGES.** SPONSOR may, at any time, request changes to the scope of services to be provided under this Project Agreement by a written change order request given to Pilot View by SPONSOR's Authorized Representative, which if accepted in writing by Pilot View shall be a change order ("Change Order"). Pilot View and SPONSOR will negotiate an equitable adjustment, if appropriate, in accordance with the terms of this Project Agreement for services covered by any Change Order.

9. **AGREEMENT TO MEDIATE DISPUTES.** Should a direct dispute between Pilot View and SPONSOR arise in connection with this Project Agreement, Pilot View and SPONSOR agree that the following steps will be taken prior to either party's initiating formal legal proceedings. Pilot View and SPONSOR agree to use their best efforts to resolve the dispute through negotiation. If the direct dispute cannot be resolved through negotiation, Pilot View and SPONSOR agree to submit the dispute to mediation with a mediator chosen jointly. All costs of the mediation will be shared equally. In the event of a dispute arising from or relating to performance by any of Pilot View's contractors on this Project, SPONSOR shall assert and resolve its claim directly against such engineers, designers and contractors exhausting all remedies and shall not involve Pilot View as a party in accordance with ¶ 2 above.

10. **PAYMENT OF ATTORNEYS' FEES AND OTHER COSTS.** Should either Party be required to seek the services of an attorney to enforce its rights under this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

11. **DELIVERABLES.** Pilot View will provide to SPONSOR as deliverables under this Project Agreement, all of the deliverables provided to Pilot View by any contractor under any agreement between Pilot View and such contractor in the performance of any portion of the work contemplated hereunder.

12. **CONSTRUCTION.** In the event of any inconsistency between the terms and provisions of the Agreement and of this Attachment A, the terms and provisions of this Attachment A shall control.

## ATTACHMENT C

### CONFIDENTIALITY AND NON-DISCLOSURE

1. Pilot View will not at any time, either during the term of this Project Agreement or thereafter, use for its own benefit or divulge, furnish or otherwise make available, either directly or indirectly, to any person or entity any information regarding SPONSOR or its affiliates and its or their operations which is stamped "SPONSOR CONFIDENTIAL INFORMATION" ("Confidential Information"). Pilot View shall keep all Confidential Information in strict confidence.
2. Information shall not be deemed confidential and Pilot View shall have no obligation with respect to any information which:
  - a. is or becomes publicly known through no wrongful act of Pilot View;
  - b. is known by Pilot View prior to Pilot View's entering into this Project Agreement;
  - c. is independently developed by Pilot View;
  - d. is approved for disclosure by written authorization of SPONSOR; or
  - e. Is not stamped: "SPONSOR CONFIDENTIAL INFORMATION".
3. Oral disclosures will be included as Confidential Information subject to this confidentiality obligation, providing that within 5 business days following such oral disclosure SPONSOR submits to Pilot View and the receiving party a written summary of such disclosure stamped "SPONSOR CONFIDENTIAL INFORMATION".
4. Pilot View representatives, contractors (including but not limited to Michael Baker Engineering) and subcontractors may use this Project for marketing and educational purposes.

County Manager Rick Morris noted the following:

- Proposed Project Agreement is a draft agreement which has been used by Pilot View with Wake Forest University, Piedmont Triad Partnership, etc.
- Proposed agreement was drafted by Womble and Carlyle
- Events to date:
  - County submitted an application to Pilot View RC&D
  - County gave a presentation to Pilot View RC&D in October
  - Pilot View RC&D accepted the project
  - Received an agreement letter (provided to the Board in an earlier Agenda packet along with a copy at tonight's meeting) from Pilot View RC&D requesting the Board agree to the following items: (signed agreement due back 01-24-2012)

- To provide Pilot View RC&D a letter from property owners that gives Pilot View ingress and egress for surveying, monitoring, construction, data collection, etc.
- Provide Pilot View RC&D all the engineering if any data that the County has on this project or to its consultants
- If needed, provide a perpetual conservation easement along the stream corridor and wetlands
- Assist with any adjoining land owners to participate in any work to be performed
- The County of Stokes is to provide 20% of the projected project cost upon signing agreement. This can be a combination of local partners' contributions.
- The County of Stokes is to assist Pilot View with informational meetings and contacts with grantors and other potential funding sources in seeking grants
- Will execute the agreement letter tomorrow if there are no objections from the Board
- Feels there are no issues with the agreement letter
- Have been working with partners to locate possible matching funding
- Charles Anderson, Pilot View RC&D, has participated with the county in meetings with potential partners
- Charles Anderson is already working on a grant to the Clean Water Management Trust Fund that is due January 30, 2012
- Proposed agreement does not include the dollar amounts
- Charles Anderson arranged for an engineering firm (Baker Engineering) to visit the site with county employees Danny Stovall and Mark Delehant
- The engineering firm will be giving Anderson a proposal for doing the design, permitting, and the entire process that could be used for bidding
- During all the meetings with potential partners, it was noted that everyone agrees that the County should look at water along with sewer
- If funding is available, it would make sense to do water along with the sewer
- Anderson noted there is a significant amount of change from the feasibility study done by Hobbs and Upchurch
- Anderson suggested a work session to explain the entire project and to discuss the proposed agreement to make sure everyone is on the same page

Commissioner Booth noted:

- Agree that a special work session is a great idea – needs to be done as soon as possible

Commissioner Walker noted:

- Seems to recall at one time the estimated cost for the community college included sewer
- Would like to see a cost breakdown to see if sewer was included in the estimated \$6 million dollar project cost
- Would like the manager to see if the \$6 million dollar estimated cost included sewer

- Water is new to the project
- Not aware of any problems with wells in the area
- Not sure that the well on the property would not be better than the well that would furnish water to the area which would be pumped from here in Danbury
- On board with the sewer
- Have concerns about water
- Not sure the County needs to take taxpayers' dollars in such a tight economy and use them for something that we are not sure we need
- Right now, would be able to answer any questions pertaining to the sewer
- Right now, could not answer questions pertaining to running water to the area where water is already on the property
- If water could be done without county funding, there would be no issue

Manager Morris noted that the thought is that since there is going to be sewer put in, you should go ahead and run water.

Vice Chairman Inman noted:

- The \$6 million dollar projected cost for the community college is for brick and mortar only
- Need to look at all options
- If economic development is ever going to come to Stokes County, there has got to be infrastructure in the area
- Encouraged that there are possibly grants available for this project, feel good about the possibility of getting funding from Golden Leaf and others
- Agree with Commissioner Walker that every dollar must be justified
- There could be grant funding available from NCDOT which could offset the front end cost
- Initial project for sewer was for \$1.8 million, adding water and the community college, the projected cost is a \$10+ million dollar project
- With partners, the County could possibly have very little in the cost

Commissioner Jones noted:

- Water and sewer is usually done at the same time
- Need to continue to move forward with the project
- Sewer and water will bring economic development

Commissioner Walker commented:

- With a lot of water and sewer experience from running the system in King for approximately ten years, it was very rare that both was done together due to lack of funding
- Normally it was done not using local funds due to being an enterprise fund (self supporting and self funding)
- When you talk about economic development in Stokes County, look at the part of the county that already has an interstate, natural gas, a railroad, water, sewer, etc. and factories are not coming



- What does come with running water and sewer is residential growth, that is something to think about
- Feels the Board needs to make sure all options are considered and a work session would be good

The Board unanimously agreed in principle with the items in the letter from Pilot View and directed Manager Morris to respond accordingly to Pilot View.

Chairman Lankford noted:

- The strategy mentioned is that when you run sewer, you run water for many purposes
- Water would not be run only for the community college, but for economical development
- Feels the Board should consider running water to the area

The Board discussed possible dates for a meeting with Pilot View RC&D.

Manager Morris noted that the first part of the meeting would be to discuss the entire project and then discuss the project agreement.

The Board unanimously agreed to try to schedule a meeting for February 8<sup>th</sup> or February 10<sup>th</sup> starting at 11:00 am if agreeable with Pilot View RC&D.

Chairman Lankford, with full consensus of the Board, directed the Manager to schedule the meeting with Pilot RC&D whenever agreeable for all parties.

#### **Health and Home Health Departments – External Posting**

County Manager Rick Morris presented the following request from Health Director Scott Lenhart:

- Stokes County Health Department respectfully requests to advertise the following open positions for Home Health externally:
  - **Public Health Nurse II** – This position came open when the employee transferred to the Public Health Nurse II Case Manager position in the Health Department
  - **Community Health Assistants** – Two positions – One position came open when the employee was promoted into an open position as a Processing Assistant for the Department of Social Services. The other position came open when the employee was promoted to the Processing Assistant IV billing position in the Health Department.
  - Requests to move both vacant Home Health positions to tonight's Action Agenda due to the following reasons:

- Home Health is currently short staffed without these positions
- Supervisor and Intake Nurse are being pulled from their duties to see patients and the on-call nurse will have to see some patients when they can't be fit into the normal workday
- Will cost Home Health more money to pay an on-call nurse to do what could have been done by staff nurse during normal business hours
- When the intake worker or supervisor is pulled from their duties, this slows down billing, decreases continuity with referral sources, takes away from preparation of Health Department accreditation and prevents their normal job duties from being done in a timely manner
- **Public Health Nurse II – Health Department**
  - Position came open on January 17<sup>th</sup>
  - Employee currently filling this position was offered a new position with another Health Department
  - Positive career move for the employee with a substantial pay increase
  - Director Lenhart does not feel there will be any internal candidates
  - Requests to advertise external if there are no qualified internal candidates
- Respectfully requests the positions in Home Health be moved to tonight's Action Agenda

The Board discussed the Agenda item with Manager Morris and Health Director Lenhart.

Vice Chairman Inman, Commissioner Booth, and Commissioner Jones had no issues with moving the Home Health positions to the Action Agenda due to the positions being revenue producing. Commissioner Booth noted that there was a \$171,000+ profit during the first six months.

Commissioner Walker confirmed with Manager Morris that the County does not currently have a hiring freeze.

Commissioner Walker reiterated that he felt if the positions are in the current budget, then the manager could take care of the issue and should not have to come back to the Board.

Commissioner Walker did not have any issue with moving the positions to tonight's Action Agenda.

Health Director Scott Lenhart noted the following:

- Both positions in Home Health are revenue producing and would respectfully request to move those positions to tonight's Action Agenda

- The position in the Health Department can wait until the next meeting due to the employee is not leaving until mid February.

The Board unanimously agreed to place the Home Health positions on today's Action Agenda.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the Home Health positions on tonight's Action Agenda and place the Health Department position on the February 13<sup>th</sup> Action Agenda.

#### **Proposed Right of Way Agreement – Duke Power – Popular Springs Elementary School**

County Manager Rick Morris presented the following request from the Stokes County School Administration (Operations Director David Burge):

- Requests the Board of Commissioners approve the Right of Way Agreement with Duke Energy Carolinas in order to install permanent service to the new Popular Springs Elementary School located on Hobe Kiser Road
- Operations Director David Burge respectfully requests the proposed agreement be moved to tonight's Action Agenda in order to keep the project moving

The Board discussed the Agenda item and had no issues with the request.

The Board unanimously agreed to move the item to tonight's Action Agenda.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the item on tonight's Action Agenda.

#### **Scheduling Dates for Goal Planning Sessions**

Chairman Lankford opened the floor for discussion of dates for Goal Planning Sessions.

The Board discussed possible dates for Goal Planning Sessions.

The Board unanimously agreed on the following dates:

- Tuesday, February 14, 2012 at 10:00 am – third floor conference room
- Wednesday, February 29, 2012 – 10:00 am – third floor conference room

#### **Animal Control Advisory Council - Appointments**

County Manager Rick Morris presented the following information regarding the

Animal Control Advisory Council appointments:

- Mona Triplett resigned from the Council – vacancy represents a rescue organization appointee
- Leonard Hicks (wishes to be considered for re-appointment) - appointment represents private citizen
- Bob Sullivan (wishes to be considered for re-appointment) – appointment represents private citizen
- Council approved Dr. Debbie Cowan to replace Ms. Triplett as Chairman
- Cindy Tilley has submitted an application to represent a rescue organization (Ms. Triplett's appointment)
- Appointments will be advertised in the Stokes News and placed on the county website

Chairman Lankford opened the floor for nominations.

Vice Chairman Inman nominated the following:

- Private citizen representatives: Leonard Hicks and Bob Sullivan
- Rescue organization representative: Cindy Tilley

Chairman Lankford entertained a motion to close the nominations.

Commissioner Booth moved to close the nominations. Commissioner Jones seconded and the motion carried unanimously.

Chairman Lankford, with full consensus of the Board, directed the Clerk to place the item on the February 13<sup>th</sup> Action Agenda.

County Manager Morris informed the Board that Jeenie Shelton, Health Department Representative, had recently resigned and that he would provide the Board with a replacement at the February 13<sup>th</sup> meeting.

**GENERAL GOVERNMENT – GOVERNING BODY – ACTION AGENDA**

**Danbury Water System – Proposed Bids**

Chairman Lankford entertained a motion regarding the proposed bids for the Danbury Water System Project that were presented at the January 9<sup>th</sup> meeting.

Commissioner Jones moved to approve the bid from Ramey, Inc. in the amount of

\$578,755 for the Danbury Water System Project. Commissioner Booth seconded and the motion carried unanimously.

**Appointments - Firemen's Relief Fund – Board of Directors**

Chairman Lankford noted the following individuals were nominated at the January 9<sup>th</sup> meeting:

- Danbury Vol. Fire Department – Elmer Manuel
- Double Creek Vol. Fire Department – Barbara Coe
- Francisco Vol. Fire Department – Ashley Pack
- Lawsonville Vol. Fire Department – Arthur Glidewell
- Northeast Stokes Vol. Fire Department – Bobby Dunlap
- Pinnacle Vol. Fire Department – Jeremy Bowman
- Sauratown Vol. Fire Department – Wayne Barneycastle
- South Stokes Vol. Fire Department – Jean Young
- Stokes Rockingham Vol. Fire Department – Devin Rhodes
- Walnut Cove Vol. Fire Department - Brad Cheek

Chairman Lankford entertained a motion to close the nominations.

Vice Chairman Inman moved to close the nominations. Commissioner Jones seconded and the motion carried unanimously.

Chairman Lankford polled the Board:

The Board unanimously approved the following appointments:

- Danbury Vol. Fire Department – Elmer Manuel
- Double Creek Vol. Fire Department – Barbara Coe
- Francisco Vol. Fire Department – Ashley Pack
- Lawsonville Vol. Fire Department – Arthur Glidewell
- Northeast Stokes Vol. Fire Department – Bobby Dunlap
- Pinnacle Vol. Fire Department – Jeremy Bowman
- Sauratown Vol. Fire Department – Wayne Barneycastle
- South Stokes Vol. Fire Department – Jean Young
- Stokes Rockingham Vol. Fire Department – Devin Rhodes
- Walnut Cove Vol. Fire Department - Brad Cheek

Chairman Lankford noted the following were unanimously approved by the Board:

- Danbury Vol. Fire Department – Elmer Manuel
- Double Creek Vol. Fire Department – Barbara Coe

- Francisco Vol. Fire Department – Ashley Pack
- Lawsonville Vol. Fire Department – Arthur Glidewell
- Northeast Stokes Vol. Fire Department – Bobby Dunlap
- Pinnacle Vol. Fire Department – Jeremy Bowman
- Sauratown Vol. Fire Department – Wayne Barneycastle
- South Stokes Vol. Fire Department – Jean Young
- Stokes Rockingham Vol. Fire Department – Devin Rhodes
- Walnut Cove Vol. Fire Department - Brad Cheek

**Appointment – Stokes Health Services Alliance**

Chairman Lankford opened the floor for nominations for the Stokes County Health Services Alliance.

Chairman Lankford nominated Mary Lawson.

Chairman Lankford entertained a motion to close the nominations.

Commissioner Booth moved to close the nominations. Commissioner Jones seconded and the motion carried unanimously.

Chairman Lankford polled the Board.

Commissioner Booth: Mary Lawson  
 Commissioner Walker: Mary Lawson  
 Chairman Lankford: Mary Lawson  
 Vice Chairman Inman: Mary Lawson  
 Commissioner Jones: Mary Lawson

Chairman Lankford noted that Mary Lawson was unanimously approved to serve on the Stokes Health Services Alliance.

**Appointment – Stokes County Nursing Homes Community Advisory Committee**

Chairman Lankford opened the floor for nominations for the Stokes County Nursing Homes Community Advisory Committee.

Chairman Lankford noted the County had received the following applications:

- Erma Perkins
- Dorothy “Dot” Purdy

The Board discussed both candidates and agreed both would be excellent for the Committee.

Commissioner Walker requested information regarding the areas that were represented on the committee, noting the Board always tried to have representatives from as many areas of the county as possible.

Vice Chairman Inman noted that Yates Wilkinson and Susie Grabs (King area) were on the Committee.

The Board agreed that the Walnut Cove area was not represented on the committee.

Chairman Lankford nominated Dot Purdy.

Chairman Lankford entertained a motion to close the nominations.

Commissioner Booth moved to close the nominations. Vice Chairman Inman seconded and the motion carried unanimously.

Chairman Lankford polled the Board:

Commissioner Jones: Dot Purdy  
Vice Chairman Inman: Dot Purdy  
Chairman Lankford: Dot Purdy  
Commissioner Walker: Dot Purdy  
Commissioner Booth: Dot Purdy

Chairman Lankford noted that the Board unanimously approved Dot Purdy to serve on the Stokes County Nursing Homes Community Advisory Committee.

#### **Home Health – External Postings**

Chairman Lankford entertained a motion.

Commissioner Booth moved to approve the external postings for Home Health that were presented at tonight's meeting (PHN II and Community Health Assistants). Commissioner Jones seconded and the motion carried unanimously.

### **Proposed Right of Way Agreement – Duke Power**

Chairman Lankford entertained a motion.

Commissioner Jones moved to approve the proposed Right of Way Agreement with Duke Energy Carolinas for the new elementary school (Popular Springs) that was presented at tonight's meeting. Commissioner Booth seconded and the motion carried unanimously.

### **Closed Session**

Chairman Lankford entertained a motion to enter Closed Session for the following:

- To consider and take action with respect to the position to be taken by the county in negotiating the price or other material terms of an agreement for the acquisition or lease of real property pursuant to G.S. 143-318.11(a)(5).
- To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege between the attorney and the public body, which privilege is hereby acknowledged pursuant to GS 143-318.11(a)(3).
- To discuss matters related to the location or expansion of industries or other businesses in the County pursuant to G.S. 143-318.11(a)(4)

Vice Chairman Inman moved to enter into Closed Session for the following:

- To consider and take action with respect to the position to be taken by the county in negotiating the price or other material terms of an agreement for the acquisition or lease of real property pursuant to G.S. 143-318.11(a)(5).
- To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege between the attorney and the public body, which privilege is hereby acknowledged pursuant to GS 143-318.11(a)(3).
- To discuss matters related to the location or expansion of industries or other businesses in the County pursuant to G.S. 143-318.11(a)(4)

Commissioner Jones seconded and the motion carried unanimously.

The Board reentered the regular session of the January 23<sup>rd</sup> meeting.



**Comments:**

County Manager Rick Morris noted the following comments:

- Planning Director David Sudderth is trying to schedule a site visit regarding an item on the last Planning Meeting Agenda – owner has not returned Director Sudderth's phone calls
- Will try to schedule the meeting before the Planning Meeting in February
- Priddy Manor has had an outbreak of some type of gastro illness – 15 residents have developed the illness so far; Health Department is investigating

**Adjournment**

There being no further business to come before the Board, Chairman Lankford entertained a motion to adjourn the meeting.

Commissioner Booth moved to adjourn the meeting. Vice Chairman Inman seconded and the motion carried unanimously.

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**Darlene M. Bullins**  
**Clerk to the Board**

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**Ernest Lankford**  
**Chairman**